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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/851,793	05/08/2001	Bo-In Lin	LC & SJ-2k02	3313
Bo-In Lin 7590 13445 Madoli Drive Los Altos Hills, CA 94022			EXAMINER ALVAREZ, RAQUEL	
			ART UNIT 3688	PAPER NUMBER
			MAIL DATE 02/01/2011	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary**Application No.**

09/851,793

Applicant(s)

LIN, BO-IN

Examiner

Raquel Alvarez

Art Unit

3688

Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 12/9/2010.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/CDC/CC)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____
- Paper No(s)/Mail Date _____

DETAILED ACTION

1. This office action is in response to communication filed on 12/9/2010.
2. Claims 1-26 are presented for examination.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomson et al. (US 2003/0061104, hereinafter Thomson) in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold.

With respect to claims 1, 8, 15, 16, 23, 24-25, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). A networked server managed by an after-sales-service and customer care (ASCC) center connected through said network system to a customer's computer having an ASCC server for allowing said customer to select and receive an electronic ASCC voucher defining an ASCC program and representing a value corresponding to a selection and purchase of said ASCC program made by said customer related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network defining said ASCC program to said customer to control and transmit said electronic voucher for

paying for said ASCC program by using said value represented by said ASCC voucher to pay for said ASCC program performed by said ASCC provider selected by said customer (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102 0109].

With respect to the after-sales service and customer care provider selected by said customer. Thompson on paragraph 0081 teaches the customer purchasing an after-sales services such as a warranty. Thompson doesn't specifically teach independent service providers selectable by the user. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included in the after sales services of Thomson the teachings of Trefold for allowing the customer to select the care provider of their choice in order to provide **versatility** (in Trefold, page 3, 4th paragraph).

With respect to claims 2, 9, 17, the combination of Thomson and Trefold teach receiving an electronic voucher for making payment to a care service provider, Trefold teaches receiving performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included the teachings

of Trefold of allowing the customer to transmit the performance voucher (electronic voucher) as payments or rewards for the service received in order to compensate the service providers of their choice. With respect to providing the vouchers over the network as a computer file. Official Notice is taken that it is old and well known to provide data as computer file over the network in order to provide convenience. It would have been obvious in the combination of Thompson and Trefold to have included providing the vouchers as a computer file over the network in order to provide convenience in managing and transmitting the performance vouchers.

With respect to claims 4-5, 11-12, Thomson further teaches transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to claims 6, 13, 18, 19, Thomson further teaches an after-sales service and customer care (ASCC) center further includes an ASCC database for keeping a record related to and defined by said ASCC program [0055].

With respect to claims 7, 14, Thomson further teaches organizing ASCC database according to said online GSP, said online customer and said ASCC provider [0085 0086].

With respect to claims 20, the limitations were previously addressed above in the rejection to claims 4-5, 11-12, and therefore rejected under similar rationale.

With respect to claims 21, Thomson further teaches an after-sales service and customer care (ASCC) center for issuing said electronic ASCC voucher and for coordinating, tracking, and carrying an insurance policy for said ASCC program [0062 0090].

Claims 3, 10, further recite the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trefold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trefold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

With respect to claims 22 and 26, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center for issuing an electronic ASCC voucher defining an ASCC program related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network to said customer to control and transmit said electronic voucher for paying for said ASCC program by using said value represented by said ASCC voucher (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102 0109]; a plurality of after-sales-service customer care (ASCC) providers connected to said network [0080]; transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trefold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person

of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trefold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

Response to Arguments

4. Applicant argues that in Thompson the customer never receives an electronic voucher for transmitting to another person as a third party to carry out the after-sales service and customer care (ASCC program). The Examiner wants to point out that the claims were rejected under 103 by Thompson in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold and therefore the claims should be argue accordingly. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thomson and Trefold teaches allowing the customers to select the care provider of their choice in order to provide versatility (in Trefold, page 3, 4th paragraph).

5. Applicant argues that in Thomson the customer doesn't have much control because the customer does not control anything of value that can be used as payment or reward. The Examiner wants to point out that the claims were rejected under 103 by Thompson in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold and therefore the claims should be argue accordingly. Trefold teaches individual

receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thompson and Trefold teaches allowing the customers to select the care provider of their choice.

6. Applicant further argues that the disclosure of Trefold would have no bearing on the disclosures of Thompson because the voucher is not there and the selection is not an option anyway. In addition Applicant argues that there is no motivation to change the way operated by Thomson because the main concern of Thompson's disclosure is to enable the online sellers of goods and services to maintain their customers that is different and opposite to the purpose of this invention to enable the customers to have a greater and independent control of the ASCC programs. The Examiner wants to point out that Trefold teaches was cited to teach in general allowing a person to make choices by allowing to redeem their performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). Nothing in this general practice of allowing the customer/employees/users to use their vouchers at the service provider of their choice prohibits or exclude the teachings to be used in the after sale and customer care of Thompson, because in any case the need for the customers of Thomson to receive good customer service still exists and therefore it would have been obvious to provide the customers with choices.

7. Applicant argues that Thomson's disclosure related to after sales product warranty services and Trefold's disclosures are related to human resources methods and processes to motivate customers and that therefore the references are in two distinct and unrelated fields. The Examiner wants to point out that, it has been held that a prior art reference must either be in the field of applicant's endeavor or, if not, then be reasonably pertinent to the particular problem with which the applicant was concerned, in order to be relied upon as a basis for rejection of the claimed invention. See *In re Oetiker*, 977 F.2d 1443, 24 USPQ2d 1443 (Fed. Cir. 1992). In this case, both Thomson and Trefold are solving the same problem because both systems are concerned with customers controlling the service that they receive. In Thomson the customer's are controlling the services they receive by the customer communicating with the service provider for repairs or service (see Figure 10 of Thomson). In Trefold the customer control the services they receive by the individuals contacting a service provider in which to redeem the services (see pages 2-3). Therefore, contrary to Applicant's arguments both the references are trying to relative solve similar problem, which is dealing with customer's services.

8. Applicant argues that the teachings of Trefold doesn't allow the customers to select the care provider of their choice in order to provide versatility and that it conflicts with Thompson's purpose of not allowing a third care provider. The Examiner wants to point out that even if in Thomson's, the seller or manufacturer remain in the repair

process of the products it doesn't exclude the customer being able to buy the contract via a third party in order to provide the customers with choices.

9. Applicant argues that there's no mentioning in Thompson of transmitting the ASCC voucher from the customer to the ASCC service provider and that Thompson does not provide direct contact between the customer and the ASCC provider. The Examiner respectfully disagree with Applicant because in Thomson, the customer controls the terms of the warranty and the customer then takes this service warranty to the service provider or manufacturer as payment for service [0064] [0091]. In addition Figure 10 clearly teaches the customer communicating with the service provider for repairs or service, so therefore in some embodiments of Thomson, the customer has some control of the repair and service process.

10. Applicant argues that Thompson doesn't teach that the customer can select and receive an electronic voucher that has any value of payment. The Examiner disagrees because in Thompson the customer selects the product warranty and years of warranty (see Figure 1), a 3 year warranty having a greater value of payment than a 1 year warranty. The warranty being used as pre-payment for services.

11. Applicant argues that in Thomson the customers are not provided with a flexibility to select the ASCC service by sending the electronic voucher to an ASCC service provider selected by the customer. The Examiner once to point out that the claims were

rejected under 103 over Thompson in view of Trefold and therefore should be argued accordingly. In Thompson the customers buy warranties and this warranty is used to as pre-payment for services provided. Thompson doesn't specifically teach or is silent as to the implementation of independent service providers selectable by the user. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thompson and Trefold teaches allowing the customers to select the care provider of their choice.

Point of contact

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Raquel Alvarez whose telephone number is (571)272-6715. The examiner can normally be reached on 9:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571)272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Raquel Alvarez/
Primary Examiner, Art Unit 3688

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R.A.
1/27/2011